COMFORTECH® 2015
The National HVACR, Hydronics and Plumbing Conference and Expo

EXHIBIT SPACE APPLICATION & CONTRACT

September 16-17, 2015 • America's Convention Complex • St. Louis, MO • comfortechshow.com

IMPORTANT INSTRUCTIONS

Mail original with payment to: Penton Media Inc.
Comfortech 2015 / Attn: Sam Posa
24654 Network Place, Chicago IL 60673-1246

PHONE: 800-525-9154
FAX: 913-514-3818
EMAIL: sam.posa@penton.com

I. COMPANY INFORMATION

Company Name _____

Exhibiting As _____

Street _____ Suite _____

City _____ State/Province _____

Zip/Postal Code _____ Country _____

Telephone* _____ Fax* _____ **Please include city and country codes.*

Key Contact Name _____ Title _____

Email _____ Web address _____

Additional Contact Name _____ Additional Contact Email _____

Cell Phone: _____ Exhibiting company is a: ❑ Service Roundtable Member
❑ Quality Servvice Contractors Industry Partner

II. SPACE REQUIREMENTS AND OPTIONS

***Minimum booth size: 10'x10' = 100sq.ft. (3.05m x 3.05m = 9.3m² approx.)**

❑ **Space Option 1: EXHIBIT STANDARD**
$23.75 per square foot
($23.30 per square foot by 10-31-14)

Desired exhibit size: _____ ft. x _____ ft. = _____ total sq. ft.

Corner charges: ❑ one corner: $125 ❑ two corner peninsula: $250
❑ four corner island: $500

Booth Cost: US$ per sq. ft. _____ x total sq. ft. _____ = **$**_____

Our Space Preferences: 1st: _____ 2nd: _____ 3rd: _____

I prefer not to be located near the following companies:

_____

❑ **Package Option 1: Premier Partner..... $1,025**
Includes all features of the Exhibit Plus Package, plus:
- Company logo and website displayed in a special section of the Attendee Brochure
- Company logo displayed on the cover of the Show Guide handed out to all attendees at the show
- Company logo displayed in the premier partner section on the homepage of comfortechshow.com
- Company logo, website with link, and booth # displayed in promotional event emails sent to all industry prospects
- Shared Premier Partner email sent 1 week before the event to attendees; includes logo/link, JPEG image, company description and booth #

❑ **Package Option 2: Exhibit Plus $595**
Includes:
- Post-Show attendee mailing list to promote your company
- Company logo and website displayed in a special section of the Attendee Brochure
- Enhanced Show Guide listing that includes your logo and a highlighted description
- A link to your company's website from your online exhibitor listing

*All inclusions are limited to promotions that are implemented after agreement is signed.

Options Cost: Option # _____ = $_____

Booth Cost: (from above) = $_____

Corner Charge: (from above) = $_____

TOTAL COST $_____

III. PAYMENT INFORMATION

METHOD OF PAYMENT:

❑ **CHECK.** Payable in U.S. funds to Comfortech 2015. See remit info above.

❑ **CREDIT CARD. Credit card payments must be made online at www.comfortechshow.com/payments.** You will receive detailed instructions and a password along with your invoice via e-mail. Your deposit is due immediately upon receipt of your invoice. Please contact your sales manager for more information.

IV. EXHIBIT SPACE TERMS

Please read the Contract Terms and Conditions (on back).

- 10% must accompany all contracts submitted before October 23, 2014
- 50% must accompany all contracts submitted on or after October 23, 2014 through May 21, 2015
- 100% must accompany all contracts submitted on or after May 22, 2015

Cancellation/Reduction in space policy - see #7 on the reverse side of this contract.

The undersigned hereby represents and warrants that he/she is duly authorized to execute this binding contract on behalf of the Company named above. The undersigned has read the Rules and Regulations on the front and reverse of this form, and accepts the same.

_____
Name (please print) Title

_____
Authorized Signature Date

FOR SHOW MANAGEMENT USE ONLY

Date Received: _____

Accepted for Show Management by: _____

Booth Assigned: _____

Size _____ Total Sq Ft. _____

Sales Rep: _____

CONTRACT TERMS AND CONDITIONS

COMFORTECH 2015 • SEPTEMBER 16-17, 2015 • ST. LOUIS, MO USA

Comfortech 2015 is produced by Penton Business Media, Inc. (hereinafter referred to as "Show Management").

1. Contract for Space: The Exhibit Space Contract & Application ("Application") and these Contract Terms and Conditions together constitute a contract between the exhibiting organization identified in the Application, hereinafter known as the "Exhibitor," and Penton Business Media, Inc. hereinafter known as "Show Management" or "Management" (this "Agreement"), for the right to use space for the Comfortech event indicated in the Application (the "Show"). Exhibitor agrees to comply with the terms and conditions set forth in this Agreement as well as Show Management rules, regulations, and guidelines relating to the Show and other directives of Show Management consistent with this Agreement.

All measurements shown on the floor plan are approximate and Show Management reserves the right to make such modifications as may be deemed to be necessary, making equitable adjustment with any exhibitor or exhibitors thereby affected. Show Management also reserves the right to adjust the floor plan to meet the needs of the exposition.

2. Installation and Dismantling of Exhibits: Delivery of freight, installation of exhibits and completion of erection of exhibits will take place on the dates hereinafter shown. The exhibits must be ready for inspection no later than 8:00 am of the first show day. Should an exhibit not be set by 8:00 am of the first show day, Show Management reserves the right to have the Official Exhibit Services Contractor install the exhibit or remove unopened freight at the expense of the exhibitor. Dismantling may not begin until the close of the exposition on the final show day.

Goods and materials used in any display shall not be removed from the exhibit hall until the exposition has officially been closed. Any exception to this rule must have the written approval of Show Management.

Dismantling must be completed and all exhibit materials removed by the final moveout date and hour shown. (NOTE: Exhibitors are advised to remove small, portable items immediately upon conclusion of the exposition.

3. Storage – Boxes and Packing Crates: Exhibitors will not be permitted to store boxes or packing crates in or behind exhibit booths. Prior to 8:00 am of the first show day, all boxes and crates will be placed in storage provided they are properly labeled for storage. Those not so labeled will be removed and destroyed as refuse. (NOTE: Storage labels will be provided at the Official Exhibit Services Contractor's Desk.)

4. Minors and Children: Persons under 18 years of age will not be permitted in the exhibit area.

5. Floor Plan: The floor plan for this exhibit will be maintained as originally presented wherever practicable. However, Show Management reserves the unqualified right to modify said plan to the extent necessary for the best interests of the exhibit, the exhibitors, and the industry.

6. Applications for Space – Conditions: Reservations must be made on the Space Application form which must contain complete information. Show Management reserves the right to reject applications for space.

It is the policy of Penton Business Media to limit the use of exhibit spaces to firms whose products or services contribute to the purposes of Comfortech. NO CASH SALES WILL BE PERMITTED.

7. Payment Schedule/Cancellation or Reduction of Space/Exhibits Plus: The payment schedule is listed on the face of the contract and below. Cancellation of this contract or reduction of space/exhibits plus must be in writing, and by mutual consent of the applicant and Management, except that Management may unilaterally cancel this contract for non-payment of any balance due by the date specified. If cancellation or reduction of space/exhibits plus is agreed to, applicant will be liable for payment based on the following schedule: Cancellation or Reduction of Space/Exhibits Plus Penalty: Space/Exhibits Plus cancelled or reduced before October 23, 2014 will be charged a 10% service charge on the net cost of the original space. Space/Exhibits Plus cancelled or reduced on or after October 23, 2014 thru May 21, 2015 will incur a 50% service charge on the net cost of the original space/exhibits plus. The full contract price is due and payable and non-refundable for any space cancelled or reduced on or after May 22, 2015.

Booth Space Cancellation, Withdrawal, Downsizing and Default Schedule for Liquidated Damages

	CANCEL/WITHDRAW/DOWNSIZE (% of Total License Fee Differential)
BEFORE October 23, 2014	10%
ON OR AFTER October 23, 2014 THRU May 21, 2015	50%
ON OR AFTER May 22, 2015	100%

8. Space Assignment: Space assignment will be indicated on the accepted contract. However, should conditions or situations warrant, Show Management has the unqualified right to reassign space for the best interest of the exposition. Exhibitors must rent sufficient space to contain their exhibit completely within the confines of booth lines. Equipment may not extend into the aisles, over the aisles, or across the Exhibitor's purchased booth line. Heights and Depths addressed in the Exhibitor Kit must be observed.

Wait List: Exhibitors have an opportunity to be placed on a Wait List for an alternative location on the show floor upon request. Exhibitors must have space reserved and appropriate payment received to be moved per the Wait List request (see Section 7. Payment Schedule/Cancellation or Reduction of Space).

9. Sharing/Subletting Space: No exhibitor shall assign, sublet, or apportion the whole or any part of the space allotted, or have representatives, equipment, or materials from other than their own firm in the said space.

Show Management policy prohibits subcontracting or assignment of exhibit space. Should an exhibitor decide to cancel, exhibit space reverts back to Show Management.

10. Exhibitor Personnel: Each exhibitor will furnish Show Management, in advance, the names of those persons who will staff the booth on the Exhibitor Personnel Form furnished by Comfortech in the Exhibitor Service Manual. Personnel will be admitted to the show floor at 8:00 am each day. In the event earlier admission is required, special permission must be obtained from Show Management.

Exhibitor's representatives manning the exhibit will be owners, employees or agents of exhibiting companies, and such representatives will wear proper badge identification furnished by the exposition. Such badges will be supplied upon presentation of the list of personnel by the exhibitor or by application made at the Exhibitors' Registration Desk. Each exhibitor will place on file in the Show Management Office the name of the representative (including hotel or local phone number) who has primary responsibility on the floor for the Exhibitor's display, and who is authorized to make decisions for the exhibitor as requested by Show Management on-site or in the case of an emergency.

Note: Supplying Exhibitor personnel badges to current or prospective customers by exhibitors is expressly forbidden. If such use of exhibitors' badges is made and this is recognized, individuals wearing said badges will be removed from the premises and badges will be confiscated. Show Management will supply Guest Passes, which the Exhibitor may distribute to said customers for purpose of attendee registration. The Exhibitor personnel registration is to be used solely for employees or agents of the Exhibitor.

11. Displays and Construction: Show Management has arranged for a standard uniform booth background, including header sign (7" x 44") with Exhibitor's name and booth number.

Equipment must be spotted within the confines of the exhibit space, and allow sufficient space for exhibitor personnel to conduct business within the space.

All demonstrations must be within the confines of the exhibit space. Aisles must not be obstructed at any time by exhibitor personnel or attendees. Show Management reserves the right to unilaterally determine if a demonstration interferes with adjacent exhibit spaces and may, if necessary, order its discontinuation. Note: Please refer to the exhibitor manual for specific booth dimension instructions.

12. Contractors Services: All services, such as furniture, carpeting, labor, cleaning, storage of boxes and crates, shipping and other special services must be arranged through the Official Exhibit Services Contractor. An Exhibitor Service Manual will be provided with proper forms for ordering such services. Forms should be carefully prepared and returned by the deadlines noted to avoid late charges.

Independent Contractors: Notification to use an independent contractor to install/dismantle exhibits must be received forty-five (45) days prior to the first day of the show. If an exhibitor elects to use any contractor other than the official contractors designated by Comfortech, Comfortech is not in a position to intercede in disputes on behalf of the exhibitor. See rules in Exhibitor Service Manual for other requirements. Notification to use independent contractor(s) must go to both show management and the Official Exhibit Services Contractor. Exhibitor will communicate to any subcontractor that such subcontractor is bound by this Agreement, and Exhibitor will be liable for any act or omission by such subcontractor which would, if taken by Exhibitor, constitute a breach of any provision of this Agreement.

13. Character of Exhibits: It is the desire of Show Management that each exhibitor design and create an exhibit of an attractive nature which will enhance the overall appearance of the exposition and be a credit to the industry. All exhibitors will comply with applicable clauses of the American with Disabilities Act.

Show Management reserves the right to approve the character of the display and to prohibit any display which, because of noise or other objectionable features, detracts from the general character of the exposition. Exhibits must be in good taste as determined by Show Management. It is the Exhibitor's responsibility to create an attractive display area. The exhibitor is required to provide carpet to cover the area contracted, including under carpet equipment.

Provided with the booth space rental by Show Management for a standard booth is the 8' cloth backdrop, 36" side cloth dividers, 7" x 44" identification sign (see order form in Exhibit Service Manual).

Any part of an exhibit space which does not complement the purpose of the exhibition must be corrected at the Exhibitor's expense. Show Management reserves the unilateral right to correct any unsightly exhibit and the exhibitor agrees to pay Show Management for expenses incurred in making the necessary alterations.

14. Gadgets, Gimmicks, Demonstrations, Music and Sound: Side show tactics, scantily clad individuals or other undignified promotional methods will not be permitted. Exhibitors are asked to observe the "good neighbor" policy at all times. Exhibits should be conducted in a manner not to be objectionable or offensive to neighboring booths. The use of photographers, musicians, entertainers, loud speakers, sound system equipment and noise-making devices are restricted to within the Exhibitor's booth. Show Management reserves the right to determine when such items become objectionable.

Show Management requires exhibitors to obtain music licenses through ASCAP and BMI if they intend to use Copyrighted music in their booths. Show Management is not responsible for the music used by exhibitors, and, without limiting Exhibitor's obligations under Section 19, Exhibitor hereby agrees to indemnify, defend and hold harmless Show Management for any and all costs or damages, including attorneys fees, related to any copyright violations that result from Exhibitor's failure to obtain the appropriate license(s).

Balloons, horns, odors, or congestion in Exhibitors' booths are not permitted.

Give-aways, demonstrations and/or entertaining the attendees in booths, must be arranged so that attendees coming into the exhibit do not block aisles or overlap into neighboring exhibits.

The operation of equipment indoors will not be permitted on a continuous basis. Operation of equipment may be approved for demonstration purposes for short periods (approximately one to five minutes), provided Show Management is notified in writing (30) days prior to the first day of the show. Booths must be policed by each exhibitor so that disruption or noise level from any demonstration or sound system is kept to a minimum and does not interfere with others. Remember the use of sound systems or equipment producing sound is an exception to the rule, not a right. Show Management reserves the exclusive right to determine at what point a disruption or sound level constitutes interference with other exhibits and must be discontinued.

Exhibitors may be asked to discontinue any demonstrations indoors during show hours if surrounding exhibitors lodge complaints of excessive noise or other disruptions.

Racing lights, flashing lights and strobe lights are considered offensive to neighboring booths and are not permitted unless it is part of the product demonstration.

Exhibitors may take photos or videos of their display, however, they are not permitted to directly take pictures of any other display, or instruct others to take such pictures, without written permission by Show Management and the exhibitor whose display is being photographed.

Exhibitors must respect the privacy of other exhibitors and not intrude or disrupt another exhibitor while they are conducting business on the show floor.

15. Other Exhibits: The Exhibitor agrees that neither they, their agents nor their distributors will distribute publications or conduct any other display or exhibit any equipment bearing their trademark within a three mile radius of the exposition covered by this contract or its officially designated hotel properties during the dates of said exposition. This limitation does not apply to participation in other trade association exhibitions which may coincidentally be ongoing in the same city, or to Exhibitor's regular place of business or show room. Violation of this provision by an exhibitor will constitute a breach of the contract and Show Management may, in its sole discretion, cancel this contract and exhibitor will remove their display and any equipment contained in the exhibit hall and forfeit all payments to Penton Business Media pursuant to this contract.

16. Soliciting – Access to Lists, Samples & Prizes: No exhibiting firm, organization or trade publication, regardless of its product or service, is permitted to sell product off the show floor. No soliciting of registrants shall be permitted in the aisles or in other exhibitors' booths. Samples, catalogues, pamphlets, publications, souvenirs, etc., may be distributed by exhibitors and their representatives (including hosts and hostesses) only within their own booths. No exhibitor will be permitted to conduct any prize drawings, awards for signing of names and addresses, etc., without prior written approval of Show Management. Signs showing the price of items must not be displayed. Penton Business Media reserves the right to limit access to attendee, exhibitor and any other list or information gathered by Penton, or its contractors.

Exhibitors that publish industry publications may distribute their publications outside their booths only to the other exhibitors and only during show hours. Show sponsors that produce industry publications may distribute their publications to exhibitors at times designated by Show Management.

17. Flammable and Hazardous Materials: Flammable or hazardous fluids, substances, or material of any nature are prohibited in the booth and in the storage area behind the booth. All decorative materials must be flame-proofed before being taken into the exhibit hall, and must comply with local fire regulations. Transferring of flammable liquids while in the exhibit hall is expressly prohibited. Electrical equipment and wiring must meet all safety codes.

18. Beverages and Foods: Food and/or beverages may be supplied by the exhibitor, with the prior written consent of Show Management and the Facility. Alcoholic beverages are forbidden without the express written consent of Show Management, in which case Corkage fees to the Facility may be required.

19. Liability: Neither Show Management, the official service contractors, exhibit hall management, Penton's security service, nor any of the officers, directors, employees, agents, subcontractors, or representatives ("Representatives") of the above will be responsible for the safety of or any loss of or damage to property of Exhibitor or any of its Representatives for any reason, including without limitation due to theft, strikes, damage by fire, water, storm or vandalism or other causes. Show Management will take reasonable precautions through the employment of security personnel to protect exhibits from such loss, subject to the previous sentence.

All property of the exhibitor is understood to remain in the Exhibitor's possession, custody and control in transit to or from or within the confines of the exhibit hall and subject to the rules and regulations for the exposition.

Note: Exhibitors are required to carry property and liability insurance in amounts sufficient to cover any losses or liabilities Exhibitor may incur in connection with the Show, including without limitation due to damage or loss to Exhibitor's property or injury to the person and/or property of others. By executing this Agreement, Exhibitor represents and warrants that it has such insurance in effect as of the date of the Application and that it shall maintain such insurance at least through Exhibitor's occupancy of the Show and the event venue.

Exhibitor must comply with all federal, state, and local laws, rules, and regulations, as well as the event venue's rules and regulations, including all safety regulations. Corrections will be made at Exhibitor's expense. If corrections cannot be made, exhibit shall be removed at Exhibitor's cost, with no liability accruing to Show Management. Under no circumstances may the weight of any exhibit material exceed the specified maximum floor load of the exhibit hall. Exhibitor accepts full and sole responsibility for any injury or damage to persons or property resulting from failure to distribute the placement of his exhibit material to conform with the floor loading specifications.

Indemnity: Exhibitor agrees to indemnify, defend, and hold harmless Show Management and its affiliates, the event venue and its affiliates, and each of the Representatives of any of the foregoing from and against any and all third party claims, losses, actions, proceedings, damages, penalties, demands, causes of action, fees (including reasonable attorney's fees), costs, or liabilities of any kind or nature whatsoever in connection with or which are caused by or arise out of (a) any breach or alleged breach of any representation, warranty, covenant, or other provision of this Agreement by Exhibitor or anyone acting on its behalf, including any employee or contractor, or (b) the negligence, gross negligence, recklessness, fraud, or willful misconduct of the Exhibitor, its Representatives, servants, invitees, patrons, or guests.

The Exhibitor is charged with knowledge of all local laws, ordinances and regulations pertaining to business licenses, health, fire prevention and public safety affecting its participation in the Show. Compliance with such laws is mandatory for all exhibitors and is the sole responsibility of the exhibitor. If unusual equipment is to be installed, the exhibitor must communicate with Show Management for information concerning the facility or applicable regulations.

Show Management will not be liable for the fulfillment of this contract as to the delivery of space if non-delivery is due to any of the following causes: By reason of the building being destroyed or substantially damaged by fire; act of God; public enemy; strikes; authority of law; or any other cause beyond the control of Show Management. In the event of not being able to hold the exposition for any of these reasons, Show Management will refund to each exhibitor the amount they paid for their space less a prorated share of all the expenses incurred for the exposition up to the date of required cancellation.

20. Damage: Exhibitors will be liable for any damage caused by fastening fixtures to the floors, walls, columns or ceilings of the exhibit building and for any damage to equipment furnished by Show Management or service suppliers designated by them.

21. Violation: The interpretation and application of these rules and regulations are the responsibility of Show Management. Any violation by the Exhibitor of any of the terms or conditions herein shall subject Exhibitor to cancellation of its contract to occupy booth space and to forfeiture of any monies paid on account thereof, as well as any other rights or remedies of Show Management under applicable law. Upon written notice of such cancellation, Show Management shall have the right to take possession of the exhibitor's space, remove all persons and properties of the exhibitor and hold the exhibitor accountable for all risks and expenses incurred in such removal.

22. Social Functions/Special Events: Any social function or special event during Comfortech, in the host city, is reserved for exhibiting companies and must be approved by Show Management.

23. Show Rules: In the event that unforeseen events make it necessary, Show Management will have the right to amend these rules and regulations or make additions thereto, and all such amendments or additions shall be made available promptly to each exhibitor.